

Value-Added. The Bidder shall describe in detail the plan to develop staffing patterns as related to call volumes and usage patterns including increases and decreases in call volume. The Bidder shall describe in detail the plan to accommodate the "peaks and valleys" in service demand including methodology for predicting these surges and lags in call volume. The Bidder shall describe the plan to increase staffing to remain in compliance with all of the standards of the RFP and contract. The Bidder shall be expected to deal with projected and/or reasonable increases or decreases in call volume and shall describe in detail the time lag needed to meet any unexpected increases in call volume.

The Bidder shall describe in detail the plan to meet this specification.

3.5.12 Policy and Procedures Manual

Value-Added. With this proposal, the Bidder shall provide a comprehensive outline of a proposed OPR Policy and Procedures Manual which shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay OPR.

The Bidder shall provide the materials/documentation indicated in the description above.

3.5.13 Traffic Reports

The DPRS provider shall provide to the Administrator the following written reports on a monthly basis. (More frequent or more detailed reports shall also be made available upon request.) These reports shall also be made available to the DTE and the Advisory Committee⁴ upon request.

3.5.13.1 Total Daily and Monthly

Mandatory. The DPRS provider must report total daily and monthly (by calendar month):

- 1 number of incoming calls
- 2 number of outgoing calls (including busy, no answer, disconnected)
- 3 number of completed calls
- 4 number of incoming or outgoing calls that were abandoned by the provider, and
- 5 number of incoming or outgoing calls that were abandoned by the caller

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The Bidder shall describe in detail the plan to meet this specification.

3.5.13.2 Average Blockage Rate

⁴ If the Advisory Committee, as defined in the Glossary of Key Terms, for any reason, is not designated or cannot convene, the Administrator shall have access to these reports until such time as the Advisory Committee is designated and/or activated.

Mandatory. The DPRS provider shall report the average daily and monthly (by calendar month) the network blockage rate sampled at thirty (30) minute intervals for each 24-hour period. The provider shall not block calls at the Automated Call Distributor.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.3 Average Answer Time (Reports)

Mandatory. The DPRS provider shall report average daily and monthly (by calendar month) answer time and range of daily and monthly answer times. See Section 3.3.1 for details on the measurement of answer time.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.4 Average Calls in Queue

Must Provide. The DPRS provider shall report average daily and monthly (by calendar month) number of calls in queue (caller is receiving a ringing or is waiting for an available operator). The average length of time in queue both prior to connection (ringing) and after connection (waiting), and the range of times for calls in queue both prior to (ringing) and after connection (waiting) shall be clearly identified.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.5 Average Call Length

Must Provide. The DPRS provider shall report average daily and monthly (by calendar month) length of call, broken down into call set-up, call duration, and call wrap-up.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.6 Number of Calls at Various Lengths

Must Provide. The DPRS provider shall report total daily and monthly (by calendar month) number of calls of the following lengths:

- 0 to 10 minutes
- 10+ to 20 minutes
- 20+ to 30 minutes
- *30+ to 40 minutes*
- 40+ to 50 minutes
- 50+ to 60 minutes
- 60+ minutes

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.7 Longest Duration

Must Provide. The DPRS provider shall report the daily and monthly (by calendar month) percentage of calls that were answered within ten (10) seconds and the percentage answered within thirty (30) seconds. In addition the Bidder will indicate the shortest and longest duration for an answer on a daily and monthly basis.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.8 Usage Patterns

Must Provide. The DPRS provider shall report usage patterns (number of calls, number of busy, number disconnected, number abandoned and length of calls) by hour of day and day of week for each calendar month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.9 OPRs on Duty

Must Provide. The DPRS provider shall report the number of OPRs on duty by hour of day and day of week for each calendar month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.10 Status of OPR Training

Must Provide. The DPRS provider shall report each calendar month on the status of OPR training including:

- OPR typing proficiency (wpm) (See Section 3.4.8.2)
- OPR accuracy proficiency (percentage)
- *Annual number of ongoing training hours completed for OPRs*
- Percentage of OPRs who are trainees (employed less than 90 days or designated as trainees)
- OPR personnel turnover rate (hires, terminations, resignations, transfers, etc).

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The Bidder shall describe in detail the plan to meet this specification.

3.5.13.11 Number of Call Types

Must Provide. The DPRS provider shall report the number of local, intraLATA toll, intrastate interLATA, and interstate (where appropriate) calls, as well as calls from text based telephone device users who have disabilities related to speech and signal "s" at the beginning of their call, and Cost per Call Minutes ("CCMs") for the month. Included shall be calls to 800, 887, 888 and any 900 (976, 940, etc.) numbers if processed.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.12 Reports within 21 Days

Mandatory. The DPRS provider shall report all of the above to the Administrator no later than 21 calendar days after the close of each month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.13 Automatic Electronic Production

Value-Added. For the purposes of improving the productivity of the relay service, automatic electronic production of the above information is required. This may be provided via the use of electronic media (tapes, disks, CD-ROMs, etc.) or E-mail utilizing standardized software programs or posting the data on a protected Internet web-site restricted for use of the provider and DPRS officials exclusively.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.14 Reporting Format

Value-Added. The Bidder will submit the reporting format that will be used to provide all of the above information.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.15 Capacity for Ad Hoc Reports

Value-Added. The Bidder must include information on its capability to provide ad hoc reports including new information in the Bidder's system database, new regulations affecting DPRS or new formats for existing information.

The Bidder will provide the materials/documentation indicated in the description above.

3.5.13.16 Annual Forecast Usage Figures

Must Provide. On an annual basis, the vendor must provide forecasted usage figures and costs to the Administrator for the upcoming year for use in the annual program budget.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.17 Additional Data Required

Mandatory. Any data not specified above required by regulatory bodies.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14 Other Reporting Requirements

3.5.14.1 DPRS Quarterly Reports

Must Provide. The provider shall prepare quarterly reports for the Administrator and the Advisory Committee with the results of the user evaluations. This report, at a minimum, shall cover the topics specified in Section 3.5.13 above.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14.2 Monthly Summary Complaint Reports

Mandatory. The DPRS provider shall prepare monthly summary reports for the Administrator and the Advisory Committee regarding numbers of complaints received and topic areas of the complaints as well as the current status of any and all unresolved complaints to date.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14.3 Annual Customer Satisfaction

Must Provide. The provider shall report annual customer satisfaction information on the service being provided. The Bidder is asked to provide a detailed plan outlining the process (design and methodology) of conducting the evaluation and disseminating the results.

The Bidder shall describe in detail the plan to meet this specification.

3.5.15 Availability of Reports

Mandatory. The Bidder must make available reports created pursuant to Sections 3.5.6, 3.5.13 and 3.5.14 to the Department of Telecommunications and Energy and the Advisory Committee upon their request.

The Bidder shall describe in detail the plan to meet this specification.

3.5.16 Plan for Service Start-up

Value-Added. The Bidder shall provide a plan for implementing the service that has been proposed. The plan should include details on how the transition from the existing service to the new service will be accomplished. The Bidder shall include in the plan a timeline with critical dates for major steps in the implementation process from contract award to start date and for the first year after service has started. (A more specific timeline, as described in Number 6 of Terms and Conditions, will be required of the Bidder.)

The Bidder will provide the materials/documentation indicated in the description above.

3.5.17 Operational History

Value-Added. Each Bidder must supply evidence of compliance with operating requirements in state(s) in which they are currently providing similar service; including, but not limited to:

- traffic reports information similar to that required in section 3.5.13 of this RFP
- training standards for OPRs
- technological innovations
- monitoring activities and reporting requirements to regulatory agencies during the past three years
- community outreach / marketing activities
- non-compliance including, but not limited to: decisions rendered by state or federal utility commissions holding the vendor/carrier in noncompliance; penalties; or sanctions incurred

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Each Bidder must provide references pertaining to its past performance of similar services from:

- State Relay Administrator(s);
- Organizations that represent the deaf, deafblind, speech-impaired, and hard of hearing communities; and
- If applicable, any citizen advisory board(s) for operation of the Relay Center.

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4.0 EVALUATION CRITERIA

4.1 Introduction

The Consultant will conduct a comprehensive and impartial evaluation of all

proposals received in response to this RFP. The evaluation will be fair to all Bidders and conducted in accordance with the rules, logic, and ethics presented in this section of the RFP, which describes the evaluation process. In comparing Bidders' proposals and making a selection, the Consultant may consider all factors bearing upon each Bidder's qualifications. A Bidder's financial responsibility, skills, experience, and record of *integrity may all be taken into account. Bidder's financial resources and business and technical organization to perform the work of the quality specified in the time required* will also be taken into account.

4.2 Compliance with Administrative Requirements

By 5:00 p.m. on October 15, 1998, the Consultant will fax to each bidder a list of the Bidders of Record. The announcement will disclose only the names of those Bidders who have submitted proposals. All proposals will first be reviewed by the Consultant to ensure that:

1. Bidders have complied with the proposal due date and time.
2. The required elements have been submitted and are clearly identified.
3. An official signed certification transmittal form has been included with the master copy. This form can be found following 5.2.1, and is identified as Attachment 1.
4. The price quotation carries an official signature.

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4.3 Errors in the Bid

An error in the bid proposal may result in the rejection of that bid; however, the Consultant may — at its sole option — retain the bid and make certain corrections. If the Bidder's intent can be clearly established based on a review of the complete bid proposal submitted, the Consultant may exercise its option to waive a minor irregularity, or to correct an error, based on the established intent. The Consultant may also require the Bidder to correct obvious clerical errors. If necessary, the extensions and summary will be recomputed by the Bidder accordingly.

4.4 Relationship Between Price and Quality

The Consultant recognizes that a relationship exists between the overall quality of each proposal category and price. Accordingly, the score of each proposal will be computed excluding price, so that the incremental value of higher prices will be apparent. Evaluation of proposals will be completed by comparing the proposal's score

with its price, and the optimum combination chosen. Subject to the following considerations:

- Prices deemed to be unreasonably high or unreasonably low will not be considered.
- *The lowest price per point will not necessarily be chosen.*
- The Administrator reserves the right to cancel this RFP and reissue it with different requirements if no satisfactory bid is received.

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4.5 Verification of Intact Bid

Section 2.0 of this RFP specifies several requirements of an intact bid. The Consultant will conduct an initial review of each proposal to ensure the compliance with all elements. To ensure that the bid is credited with intactness, bidders should ensure that all material is organized in the requested form, and questions are answered explicitly and in direct response to the RFP, and not by use of references such as: "See [page reference] in [preprinted material]."

A checklist in Appendix 4 will be used by the Consultant to verify the intactness of the bid.

4.6 Evaluation of Operational Specifications

The Consultant will score all intact bids according to the criteria established for evaluation, on the basis of responses to the questions in Section 3.0 of this RFP. All specific instructions given in the Instructions to Bidders (Section 5.0) must be followed.

4.6.1 Mandatory requirements

Any Bidder who fails to meet any mandatory components may be automatically disqualified. (See Appendix 4.)

4.6.2 Other Criteria

The remainder of Section 3.0 comprises various specifications and questions used to form judgements about the bid. Each specification or criterion has been judged to be mandatory, must provide, or 'value-added' in the delivery of an effective DPRS in Massachusetts. The relative weight of two of these categories of criteria will be on a sliding scale and are determined by the Consultant. Evaluators will each assign scores

for each specification, based on the evaluator's judgment of the bidder's degree of compliance with the specification. Partial points may be awarded where evaluators judge a bidder's proposal to partially but not fully meet the ideals of the criterion. To receive maximum credit for their bid, each bidder must respond explicitly to each specification or question in Section 3.0 in the sequence outlined. Any specification or criterion to which a bid does not respond will receive no points for that item. Also, no points will be awarded for any specification that has not been met or addressed in the bid. The final score for each bidder on each specification will be determined by averaging the individual scores of all evaluators for each specification, except that where the highest and lowest individual evaluators differ by more than 50% in their ratings, a meeting of evaluators will be held to discuss the ratings and determine the consensus rating.

Upon determining the averaged and/or consensus rating of each criterion, the total points for each bid will be determined. The maximum points for any bid is 195.0.

4.7 Evaluation of Price Proposals

4.7.1 Pricing and Reimbursement Basis

Prices in response to this RFP and ultimate reimbursement to the Contractor will be based on a price per Completed Call Minute ("CCM").

A completed call minute CCM via the Relay Center is measured on a per second basis and shall include only the time the calling party is:

- Connected to the called party (extended by the Relay Center);
- Connected to an answering machine at the called party's number; or
- Connected to a recorded message or intercept for the called number.

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A Completed Call Minute CCM via the Relay Center does not include:

- Time in queue (call is ringing, waiting for a live answer);
- Call set-up;
- Call wrap-up;
- Between calls (user finishes a call and provides information for the next);
- Calls that have reached numbers that are busy or received no answer.

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Any vendor that is found to violate Section 2.5.1 of this RFP will be subject to the penalties and sanctions of said section. Each Bidder shall complete the following Price Quotation sheets which include charges for each of the four contract years. Each year will list a price per completed call minute CCM based on two specified call volumes. The actual total call minutes for the month will be multiplied by the appropriate rates per completed call minute CCM to determine the total amount to be paid to the vendor for that month.

4.7.2 Unit Cost per Point Calculation

Bid prices will be reviewed only for those bidders who have submitted intact bids and have not been disqualified under Section 4.6.1 or 4.6.2. A total bid price will be *calculated for each eligible bidder using the following proxy calculation based on hypothetical volumes.* The bid price per CCM on the attached Price Quotation Sheets will be calculated using the rates quoted for A and B. For the purposes of evaluation, we will use a hypothetical call volume consisting of 120 percent of Rate A volume. For example, in year 1, this would equal 65,000 calls at Rate A and 13,000 calls at Rate B for a total monthly call volume of 78,000 calls.

The bid price will be divided by the points awarded to the bid to determine a unit cost per point. This index will enable the Consultant to compare the eligible bidders by the efficiency of their organization, and ability to deliver the best level of service for the lowest possible cost.

4.8 Price Quotation

All Bidders are expected to fill out the enclosed Price Quotation sheets completely. All prices contained in the sheets shall be binding on the Bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counteroffers will be accepted. The Consultant reserves the right to reject all bids. Call volume history of the current DPRS operation is provided in Appendix 6.

All of the Technical, Operational, and Administration/Control Specifications are considered to be important to the operation of the DPRS in Massachusetts; therefore, all of the specifications must be addressed.

Evaluators will each assign point scores for each specification, based on the evaluator's judgment of the bidder's degree of compliance with the specification. Individual point score maximums are as indicated in the Evaluation sheets following this section. No points will be awarded for any specification that has not been met or addressed in the bid. The maximum number of points to be awarded in each section by each individual evaluator is 197.5.

5.0 INSTRUCTIONS TO BIDDERS

General - Enclosed with the hard copy of this RFP is a disk that contains the electronic version of the RFP in Word for Windows 6.0/95 (IBM) and Word 4.0 for Macintosh.

5.1 Proposal Organization

In response to this RFP, each Bidder is required to submit a proposal organized into the following separate sections:

Transmittal Certifications	Form provided - Attachment 1
Cross-reference Compliance Matrix	Form provided - Appendix 4
Executive Summary	On company letterhead
Administrative/Operational/Technical Specifications	Organized in accordance with 3.0
Price Proposal(s)	Form provided
Bid Bond/Security Attachments	

The following subsections detail the information required in each section noted above.

5.1.1 Transmittal Certifications (Original)

The purpose of the Transmittal Certifications is to formally transmit the proposal while clearly giving the necessary certifications and acknowledgments. The form provided must be used, and must be initialed and signed by an individual authorized to commit the company to the work proposed. The Bidder shall make a positive statement of its willingness to comply with all requirements of the RFP unless otherwise noted. Such positive statements notwithstanding, if in the body of the proposal the Bidder indicates either lack of response or technical non-compliance with the RFP without taking exception, the bid may be rejected by the Consultant.

5.1.2 Cross-reference Compliance Matrix

The purpose of the cross-reference compliance matrix is to provide a condensed list of all RFP specifications which will enable the Bidder to cross-reference each item with the appropriate page number and paragraph and to indicate the level of compliance. Each Bidder is requested to make an entry in the appropriate column in the Bidder's Response for each and every paragraph reference, which can be found in Appendix 4.

5.1.2.1 Definitions of Bidder Response Columns

Comply/Understand: The Bidder has read, understands, and will fully perform according to the required specifications.

Non-comply: The Bidder is unable to perform to the required specifications.

Exception: The Bidder does not comply as specified, but proposes an alternative to the required specifications.

Proposal Page No.: The page number in the Bidder's proposal containing the response which corresponds to the RFP paragraph number.

5.1.3 Executive Summary

In the Executive Summary, the Bidder shall condense and highlight all aspects of its proposal (with the exception of pricing) to provide a broad understanding of both administrative and technical factors. The Executive Summary shall include, but not be limited to, the following elements: an organization plan describing any joint venture or subcontractors (all of whom must be listed), internal management procedures for accomplishing the activities, and timing of a staff training program. The Bidder shall also describe how contract and other changes will be handled within the Bidder's organization (i.e., delegation of authority, response time, procedures to ensure that decisions are rendered and implemented promptly, etc.). This section of the proposal contains critical information not appearing elsewhere. Statements in the Executive Summary may be relied upon as the sole source of some evaluation factors.

5.1.3.1 Detailed Information

a. Background

Background on the Bidder is requested; i.e., size, date established, technological resources, professional staff, overall depth of personnel resources, etc., are key points to include.

Mandatory:

b. Financial Resources

The Bidder, together with any subcontractors, must demonstrate that financial resources are adequate to perform all requirements of the contract, including start-up and expansion costs. It must be demonstrated that incurring liabilities for the Relay Center will not endanger the Bidder's financial stability. The documents listed in 2.0 Administrative Requirements under Financial History must be included as attachments.

Must Provide:

c. Site Requirements

The Bidder shall briefly describe the proposed site(s) for the service, including geographic location, number and size of buildings, and proposed number of operator stations. The Bidder shall also comment on plans to maintain security and privacy of the work environment at the proposed site(s).

d. Experience

A description of the Bidder's experience shall be provided, describing why the company is qualified for the contract. For each experience cited, the Bidder shall describe the work performed, including the scope and complexity of the project, the time period, the names and titles of key personnel, the project location, the names and addresses of the clients, and the subcontractors utilized. Experience connected with federal and state contracts, files, regulations, and laws are of particular interest.

Value-Added:

e. Disability Representation

The Bidder shall indicate experience with staff and customers who are disabled, and how it will affect the proposed service. A review of company performance with services to people with disabilities is requested. The Bidder shall explain its commitment to recruiting and hiring people with disabilities and the extent to which people with disabilities are represented in its organization.

f. Operations and Staffing

A section on operations should be provided to indicate how the Bidder intends to manage contract performance. This information should include, but not necessarily be limited to, organization and staffing. Each Bidder shall provide a complete and detailed description of the intended organizational structure and staffing to be used, including an organization chart, job descriptions with minimum qualifications, and resumes of relay management, if known.

5.1.4. Technical Proposal(s)

The Bidder's technical proposal shall present a full and complete description of how it will carry out the requirements set forth in the RFP. It is very important that each item be separately identified in the order of appearance and covered in sufficient detail for complete understanding and evaluation. Each Bidder response shall be keyed back to the numbered RFP paragraph and will be identified as in the following examples: 3.3.10; 3.4.9.16.

5.1.5 Price Proposal(s)

The provided "Price Quotation" form is self-explanatory. The bid prices are fixed for the term of the contract. Estimates will not be accepted. DPRS price information shall appear only in Section 4.8.1 Price Quotations of the Bids and nowhere else in the description of technical information. All bids must be firm for a period of one hundred and twenty (120) days following bid submission deadline. Call volume ranges and average length of call ranges have been designated for proposal evaluation only. The Consultant disclaims any responsibility for use of the ranges except for evaluation.

Each Bidder should arrive at its own independent conclusion as to the projected workload and resulting compensation. Reimbursement to the Contractor will be made on the basis of actual monthly intrastate CCMs multiplied by the appropriate rate.

5.1.6 Attachments

The following documents must be included with the proposal as attachments. The section of this RFP where each of these attachments is discussed is referenced below:

<u>Attachment</u>	<u>Reference in RFP</u>
1. Financial History Documents	2.12
2. Operational History Documents	3.5.17
3. Original Insurance Certificate	Appendix 1
4. Bidder Certifications	2.13

5.2 Proposal Format

All proposals must be typed on 8-1/2 x 11-inch paper and bound in three-ring binders. Pages should be numbered and each section should start on a new page. Large sheets or drawings should be bound in such a way that they can be unfolded for ease of review. Bidders are urged to use black typeface with a sans serif font and may use simplified presentation techniques. Sketches, drawings, or photographs may be used if such presentation techniques will enhance the bid and make it easier to review. However, use of such techniques should be limited. Each Bidder shall provide as much pertinent and substantive information as necessary. Additional information, promotional, and advertising brochures must be included as appendices or in a separate binder.

Bidders must clearly mark the original "Master Copy" and include nine additional hard copies and one ASCII diskette copy⁵. This packet must be marked as described in Section 2.1.

5.2.1 Table of Contents

Each Bidder shall include a Table of Contents, listing all major topics and sub-topics in the same order as listed in the RFP.

Attachment 1

⁵ If graphics must be used, they must be originals with clear lines and may be provided on hard copy.

ATTACHMENT 1

Transmittal Certifications

Each Bidder is required to provide a response to every item on this form.
Failure to do so may result in rejection of the proposal as non-conforming.
Each response requires the initials of the corporate principal (authorized to commit the company to the work proposed) signing this transmittal form and other proposed documents requiring signature.

A. Required Documents Submitted

☐ **Mark with a ✓** ☐ 1 ☐ Executive Summary ☐ 2 ☐ Operational and Technical Proposal(s) ☐ 3 ☐ Price Proposal(s) ☐ 4 ☐ **ATTACHMENTS** ☐ • Operational History Documents ☐ • Financial History Documents ☐ • Bidder Certifications ☐ • Pre-Printed Materials (if any) Under Separate Cover (per Sec. 2.1) ☐

I certify that all documents have been submitted

_____ Initials

ATTACHMENT 1 (continued)

B. Required Certifications

1. I certify that the undersigned company is willing to comply with all the terms, conditions, and specifications of the original Request for Proposals for a Dual Party Relay System (DPRS) and the subsequent Addenda acknowledged below, without exception unless otherwise noted in the

compliance matrix and in the response to the corresponding numbered paragraph in the Bidder's response.

Initial: _____

C. Required Addendum Acknowledgement

Addenda (1) through (____) have been received and considered in this proposal.

Initial: _____

Signature

Name Title

Company

Address Date

FAX Number

Appendix 1

Terms and Conditions

Appendix 1

1. Purpose

The purpose of this Agreement is to state the terms and conditions under which [company name], a [state of incorporation] corporation (hereinafter called the "Contractor"), will provide, on behalf of the Common Carrier, a state-wide, dual-party relay service, hereinafter called DPRS, through which individuals who use text-transmitting telephone equipment such as Telecommunication Devices for the Deaf (TDD or "TTY") or computer modems are provided with access to a telecommunications network in Massachusetts that will be functionally equivalent to that provided to other telecommunications customers.

2. Term of Agreement

The term of this Agreement shall be from May 1, 1999, through June 30, 2003, unless terminated by the Administrator in accordance with Paragraph 21 herein.

3. Project Managers

The Project Manager for the Contractor shall be:

Name: _____

Company: _____

Address: _____

Telephone and Fax: _____

The Project Manager for the Administrator shall be:

Name: _____

Company: _____

Address: _____

Telephone and Fax: _____

The Administrator may change its Project Manager at any time upon written notice to the Contractor by the Administrator. The Administrator's Project Manager must be notified immediately of any change in the Contractor's Project Manager.

All correspondence and transmittals of formal notifications concerning this Agreement shall be addressed to the appropriate Project Manager. The Project Manager shall handle all communications in a timely and cooperative manner. All formal notices shall be deemed to be delivered five (5) days after mailing by registered or certified mail, return receipt requested. A change in address shall be noticed in the same manner.

4. Scope of Work

The Contractor shall establish and implement the DPRS in accordance with the Request for Proposals (RFP) (attached hereto as Exhibit A), and this response to the RFP, including any written responses to questions asked by the Consultant (attached hereto as Exhibit B and hereinafter referred to as "Contractor's Proposal"), each of which is made a part hereof.

The Administrator and the Contractor will coordinate and consult on an ongoing basis concerning such matters as, but not limited to, operator proficiencies and training, quality of service, and call-handling procedures.

5. Cost Control and Limitation

The Contractor shall establish a budget detail for the first year of the project and shall submit a copy to the Administrator for review and approval prior to finalizing this Agreement. Thereafter, an annual budget shall be submitted not later than ninety (90) days prior to the beginning of each twelve (12) month period during the term of the Agreement.

6. Scheduling and Completion of Work

The Contractor other than the current DPRS provider will be prepared to initiate the DPRS on a state-wide basis on May 1, 1999, with a two-month extension to transition if invoked by April 1, 1999, and build an in-state Relay Center. State-wide implementation of the DPRS shall be achieved when the Contractor's relay service is able to receive and process calls in the manner set forth in the RFP. The current DPRS provider, if selected as contractor, will provide newly contracted service of the DPRS on a state-wide basis on May 1, 1999.

Time is of the essence in the Agreement and, accordingly, all time limits shall be strictly construed and strictly enforced. The Contractor's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this Agreement and shall entitle the Commonwealth to the liquidated damages set forth in paragraph 23.

The Contractor has submitted to the Administrator a detailed work plan, including time lines consistent with the service start-up plan included in the Contractor's proposal and the RFP which details the establishment and implementation of the state-wide DPRS and the associated start date.

Approval of the Contractor's work plan by the Administrator shall in no way relieve or release the Contractor from any other obligations to properly perform and complete the establishment and implementation of the DPRS in accordance with this Agreement.

7. Compensation

The Contractor shall be paid for invoices submitted, based on actual monthly call volume, at the appropriate price per CCM set forth in the Contractor's proposal (Section 4.8 of the RFP). The Administrator will not compensate the Contractor for any costs incurred to start up or to terminate the operation of the DPRS outside of the bid per CCM price referred to above.

7.1 Payment for Intrastate Call

Payment to the successful Bidder under the contract will be based on the Bidder's submitted price quotation for the appropriate volume of intrastate CCMs. The Administrator will allow a one-time adjustment in price during the life of the contract to reflect incremental costs to be incurred as a result of FCC or DTE regulations promulgated under the Americans with Disabilities Act. The successful Bidder must substantiate the need for the increase in price with records of development of the original and incremental costs and prices, as appropriate.

8. Invoices and Payments

Original, signed invoices shall be submitted monthly in accordance with the RFP to the Project Manager of the Administrator. The Contractor shall be paid within thirty (30) days of invoice submission.

9. Records Maintenance

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which contract payment(s) is (are) made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

10. Records Retention, and Availability

All records, documents, communications, and other materials shall be maintained by the Contractor in a central location for a period of three (3) years from the date of final payment under this Agreement, or for such additional period as may be necessary to resolve any matters that may be pending, or until an audit has been completed with the following qualifications:

If an audit by or on behalf of any duly authorized governmental agency of the Commonwealth of Massachusetts has begun but is not completed at the end of the three (3) year period or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

11. Audits and Inspections

The Contractor authorizes the Administrator to perform audits and/or inspections of its records at the Administrator's expense at any reasonable time during the term of this Agreement and for a period of three (3) years following the date of final payment under this Agreement to assure compliance with the terms and/or to evaluate the Contractor's performance hereunder. Should any such audit or inspection establish non-compliance with this Agreement, either in the manner in which call minutes are accounted for or in the manner in which they are billed, which caused a monthly invoice to be overstated, the Contractor shall promptly reimburse the Administrator all costs of such audit or inspection.

12. Performance Monitoring

The Contractor shall permit the Administrator, the DTE, and any other duly authorized agent or governmental agency to monitor, at the Contractor's expense, all activities conducted by the Contractor pursuant to the terms of this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of the evaluation of internal operating and management procedures, examination of program data, special analyses, on-site checking, or any other reasonable procedures. The Administrator may observe and utilize the Contractor's technique for assuring the accuracy of relayed communications and call processing, training, office, and testing procedures. The Administrator may not monitor the relay of an actual conversation without the approval of both parties to the conversation. The Administrator may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor or the operator involved. Such calls will not be identified as test or monitoring calls. All monitoring shall be performed in a manner that will not unduly interfere with provision of

services by the Contractor hereunder. However, since DPRS is to be a 24-hour, 7-days-a-week service, the monitoring may occur at any time. Duly authorized agents of the Administrator shall have the right to make on-the-spot checks at any time without any warning. The Contractor shall make provisions to allow agents of the Administrator this capability.

The fact that such monitoring is undertaken shall in no way relieve or release the Contractor from its obligation to properly perform its duties in accordance with this Agreement nor from the Contractor's full responsibility for damages or loss caused by the Contractor, its subcontractors, employees or agents. The Contractor's obligations referenced under this paragraph shall be continual and shall not be affected by the Administrator's acceptance of invoices. The Administrator shall not be required to request any changes based on the monitoring undertaken pursuant to this paragraph (12).

13. Subcontracts

Except for subcontracts identified in the Contractor's proposal, the Contractor shall submit any proposed subcontracts to the Administrator for written approval before entering into the same. No work shall be subcontracted without the prior approval of the Project Manager for the Administrator. Upon the termination of any subcontract, the Administrator shall be notified immediately.

14. Relationship with Contractor and Subcontractors

The Contractor shall be responsible for all actions of subcontractors and all payments to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of all duties under this Agreement. The Administrator will not deal with subcontractors, except through the Contractor's Project Manager. All agreements with subcontractors shall provide that the sub-contractor's sole remedy for non-payment by the Contractor under subcontracts shall be against the Contractor, and shall not result in liens or claims of any sort against the Administrator.

All requests for changes of work within this Agreement shall be in writing between the Project Manager for the Administrator and the Project Manager for the Contractor.

15. Assignment

Except for the subcontractors identified in the Contractor's proposal, the Contractor may not transfer by assignment or subcontract its obligation to perform under this Agreement or any part thereof, unless the prior written approval of the Administrator as to each assignment or subcontract has been secured. The Contractor may not, without prior written consent of the Administrator, assign any right that it may have under this Agreement; consent may be given or withheld in the sole discretion of the Administrator, provided that in all cases such assignment shall be expressly made subject to all defenses, set-offs, or counterclaims that would be available to the Administrator against the Contractor in the absence of such assignment. The Administrator's consent to one or more assignments or subcontractors hereunder shall not constitute a waiver or diminution of the Administrator's absolute right to consent to each and every subsequent assignment or subcontract.

In the event of any assignment or subcontract hereunder to which the Administrator has consented, each such assignment or subcontract shall contain a provision that further assignments or subcontracts shall not be made to any third or subsequent tier subcontractor without the written consent of the Administrator.

16. Insurance Coverage

The Contractor shall provide insurance coverage for itself and all of its employees used in connection with performance of services under this Agreement, and insure that all subcontractors shall be similarly covered. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the Administrator. Copies of certificates of insurance naming the Administrator as an additional insured shall be provided to the Administrator. Such insurance coverage shall hold the Administrator harmless from all claims of bodily injury, including death, and property damage, including loss of use, by Contractor, its employees, agents or subcontractors and their employees. This insurance will include Workman's Compensation as required by law, as well as comprehensive general liability and bodily injury insurance in amounts that in the judgment of the Administrator are commercially reasonable under the given circumstances.

16.1 Liability Insurance

Each Contractor must include adequate professional and FCC-compliant liability insurance to cover any losses related to charges connected to OPR conduct. The Bidder shall describe in detail how it will address this requirement.